

57-17-1. Return or explanation of retainage upon termination of tenancy.

Owners or designated agents requiring deposits however denominated from renters leasing or renting residential dwelling units shall either return those deposits at the termination of the tenancy or provide the renter with written notice explaining why any deposit refundable under the terms of the lease or rental agreement is being retained.

Enacted by Chapter 74, 1981 General Session

57-17-2. Non-refundable deposit -- Written notice required.

If there is a written agreement and if any part of the deposit is to be made non-refundable, it must be so stated in writing to the renter at the time the deposit is taken by the owner or designated agent.

Enacted by Chapter 74, 1981 General Session

57-17-3. Deductions from deposit -- Written itemization -- Time for return.

(1) Upon termination of a tenancy, the owner or the owner's agent may apply property or money held as a deposit toward the payment of rent, damages to the premises beyond reasonable wear and tear, other costs and fees provided for in the contract, or cleaning of the unit.

(2) No later than 30 days after the day on which a renter vacates and returns possession of a rental property to the owner or the owner's agent, the owner or the owner's agent shall deliver to the renter at the renter's last known address:

- (a) the balance of any deposit;
- (b) the balance of any prepaid rent; and
- (c) if the owner or the owner's agent made any deductions from the deposit or prepaid rent, a written notice that itemizes and explains the reason for each deduction.

(3) If an owner or the owner's agent fails to comply with the requirements described in Subsection (2), the renter may serve the owner or the owner's agent, in accordance with Subsection (4), a notice that:

- (a) states:
 - (i) the names of the parties to the rental agreement;
 - (ii) the day on which the renter vacated the rental property;
 - (iii) that the owner or the owner's agent has failed to comply with the requirements described in Subsection (2); and
 - (iv) the address where the owner or the owner's agent may send the items described in Subsection (2); and

(b) is substantially in the following form:

TENANT'S NOTICE TO PROVIDE DEPOSIT DISPOSITION

TO: (insert owner or owner's agent's name)

RE: (insert address of rental property)

NOTICE IS HEREBY GIVEN THAT WITHIN FIVE (5) CALENDAR DAYS pursuant to Utah Code Sections 57-17-3 et seq., the owner or the owner's agent must provide the tenant, at the address below, a refund of the balance of any security

deposit, the balance of any prepaid rent, and a notice of any deductions from the security deposit or prepaid rent as allowed by law.

NOTICE IS FURTHER GIVEN that failure to comply with this notice will require the owner to refund the entire security deposit, the full amount of any prepaid rent, and a penalty of \$100. If the entire security deposit, the full amount of any prepaid rent, and the penalty of \$100 is not tendered to the tenant, and the tenant is required to initiate litigation to enforce the provisions of the statute, the owner may be liable for the tenant's court costs and attorney fees.

Tenant's Name(s): _____

Mailing Address _____ City _____ State _____ Zip _____

This is a legal document. Please read and comply with the document's terms.

Dated this _____ day of _____, 20____.

Return of Service

On this _____ day of _____, 20____, I swear and attest that I served this notice in compliance with Utah Code Section 57-17-3 by:

_____ Delivering a copy to the owner or the owner's agent personally at the address provided in the lease agreement;

_____ Leaving a copy with a person of suitable age and discretion at the address provided in the lease agreement because the owner or the owner's agent was absent from the address provided in the lease agreement;

_____ Affixing a copy in a conspicuous place at the address provided in the lease agreement because a person of suitable age or discretion could not be found at the address provided in the lease agreement; or

_____ Sending a copy through registered or certified mail to the owner or the owner's agent at the address provided in the lease agreement.

The owner's address to which the service was effected is:

Address _____ City _____ State _____ Zip _____

_____ (server's signature)

Self-Authentication Declaration

Pursuant to Utah Code Section 46-5-101, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

Executed this _____ day of _____, 20____.

_____ (server's signature)

(4) A notice described in Subsection (3) shall be served:

(a) (i) by delivering a copy to the owner or the owner's agent personally at the address provided in the lease agreement;

(ii) if the owner or the owner's agent is absent from the address provided in the lease agreement, by leaving a copy with a person of suitable age and discretion at the address provided in the lease agreement; or

(iii) if a person of suitable age or discretion cannot be found at the address provided in the lease agreement, by affixing a copy in a conspicuous place at the address provided in the lease agreement; or

(b) by sending a copy through registered or certified mail to the owner or the owner's agent at the address provided in the lease agreement.

(5) Within five business days after the day on which the notice described in

Subsection (3) is served, the owner or the owner's agent shall comply with the requirements described in Subsection (2).

Amended by Chapter 397, 2014 General Session

57-17-4. Holder of owner's or designated agent's interest bound by provisions.

The holder of the owner's or designated agent's interest in the premises at the time of termination of the tenancy shall be bound by the provisions of this act.

Enacted by Chapter 74, 1981 General Session

57-17-5. Failure to return deposit or prepaid rent or to give required notice -- Recovery of deposit, penalty, costs, and attorney fees.

(1) If an owner or the owner's agent fails to comply with the requirements described in Subsection 57-17-4(5), the renter may:

(a) recover from the owner:

(i) if the owner or the owner's agent failed to timely return the balance of the renter's deposit, the full deposit;

(ii) if the owner or the owner's agent failed to timely return the balance of the renter's prepaid rent, the full amount of the prepaid rent; and

(iii) a civil penalty of \$100; and

(b) file an action in district court to enforce compliance with the provisions of this section.

(2) In an action under Subsection (1)(b), the court shall award costs and attorney fees to the prevailing party if the court determines that the opposing party acted in bad faith.

(3) A renter is not entitled to relief under this section if the renter fails to serve a notice in accordance with Subsection 57-17-3(3).

(4) This section does not preclude an owner or a renter from recovering other damages to which the owner or the renter is entitled.

Repealed and Re-enacted by Chapter 397, 2014 General Session